

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )

MUR 5359

2005 FEB -31 A 10: 15

Paul Williams Campaign )  
and Walter E. Combs, in his official )  
capacity as treasurer )

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Paul Williams Campaign and Walter E. Combs, in his official capacity as treasurer, ("the Committee") violated provisions of the Federal Election Campaign Act of 1971, as amended ("the Act") and the Commission's regulations.

NOW, THEREFORE, the Commission and the Committee, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Committee and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. The Committee has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. The Committee enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:<sup>1</sup>

<sup>1</sup> Most of the Committee's activity at issue in this matter is governed by the Federal Election Campaign Act of 1971, as amended ("the Act") and the Commission regulations in effect from January 1, 2001 to November 6, 2002. The amendments to the Act and regulations made by, or as a result of, the Bipartisan Campaign Reform Act of 2002 did not change the section of the Act (2 U.S.C. § 432(h)(2)) or the regulation (11 C.F.R. § 102.11) relevant to the Committee's activity from November 7, 2002 to December 31, 2002.

1. Paul Williams Campaign is a political committee within the meaning of 2 U.S.C. § 431(4).
2. Walter E. Combs is the treasurer of Paul Williams Campaign.
3. The Act prohibits committees from making cash expenditures to any person in excess of \$100 per purchase or transaction. 2 U.S.C. § 432(h)(2); 11 C.F.R. § 102.11. Committees that utilize a petty cash fund must maintain a written journal of all disbursements. 11 C.F.R. § 102.11. The journal must include the name and address of every person to whom any disbursement is made, as well as the date, amount and purpose of the disbursement. *Id.* The Committee made 34 cash withdrawals totaling \$12,610. Thirty-three (33) were made by cash withdrawal from an ATM and one was made by a check payable to cash. Further, the Committee did not maintain a written record for its cash disbursements.

V. Violations

The Committee made excess cash disbursements, in violation of 2 U.S.C. § 432(h)(2) and 11 C.F.R. § 102.11.

VI. The Committee will cease and desist from violating the statute and regulation enumerated in section V.

VII. The Committee will pay a civil penalty to the Federal Election Commission in the amount of Two Thousand, Three Hundred Dollars (\$2,300) pursuant to 2 U.S.C. §437g(a)(5)(A).

VIII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof

25044111226

has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

IX. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.


X. The Respondents shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

XI. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

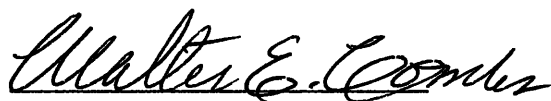
Lawrence H. Norton  
General Counsel

BY:

  
Rhonda J. Vosdigh  
Associate General Counsel  
for Enforcement

3/2/05  
Date

FOR THE RESPONDENTS:



01/23/05  
Date

25044111227